

STATE OF NEW YORK: DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

In the Matter of the
Development and Implementation
of a Remedial Program for
a Resource Conservation and Recovery
Act ("RCRA") Facility, Under Article 27,
Title 9, and Article 71, Title 27 of the
Environmental Conservation Law
of the State of New York by

ORDER
ON
CONSENT

INDEX # C7-5120-97-12

Lockheed Martin Corporation,
Respondent.

EPA ID NO. NYD059385120

WHEREAS,

1. The New York State Department of Environmental Conservation (the "Department") is responsible for enforcement of Article 27, Title 9 of the Environmental Conservation Law of the State of New York ("ECL"), entitled "Industrial Hazardous Waste Management." This Order is issued on the consent of Lockheed Martin Corporation pursuant to the Department's authority under, inter alia, ECL Article 27, Title 9 and ECL §71-2727.3.

2. In the mid-1940s, General Electric Company ("GE") constructed a facility located at Electronics Parkway in Syracuse, New York (the "Facility"). GE operated the Facility until April 1993 when GE transferred its aerospace business to Martin Marietta Corporation. On or about March 15, 1995, Martin Marietta Corporation merged with Lockheed Corporation. As a result of the merger, Martin Marietta Corporation became a wholly-owned subsidiary of Lockheed Martin Corporation ("Lockheed Martin"), but continued to own and operate the Facility. As a result of a subsequent corporate restructuring, effective January 29, 1996, Martin Marietta Corporation merged with its parent corporation, Lockheed Martin. Lockheed Martin owned and operated the Facility until September 1996 when it transferred title to the Empire State Development Corporation ("ESDC"). Lockheed Martin currently leases Buildings 5, 6, 7 and 18 and has the right under an access-easement to enter all portions of the Facility for the purpose of investigation and remediation.

3. During past manufacturing operations, halogenated solvents, including primarily trichloroethylene ("TCE"), and non-halogenated solvents were used at the Facility. Halogenated and non-halogenated solvents were released to the soil and groundwater in certain areas. Volatile organic compounds ("VOCs") have been detected in groundwater at the Facility. VOCs have also impacted soil in a former drum storage area and gasoline storage tank area at the Facility. However, analytical data from the samples collected from perimeter monitoring wells at the Facility have not shown any impact to off-site groundwater.

4. Martin Marietta Corporation and GE, the prior owners, voluntarily initiated a series of soil and groundwater investigations at the Facility between 1990 and 1994, and in March 1995, prepared a Site-Wide Corrective Measures Study addressing the environmental conditions described in Paragraph 3 above. These investigations were performed at the sole cost of GE and Martin Marietta Corporation under the guidance of the Department's Bureau of Hazardous Waste Facility Management of the Division of Solid and Hazardous Materials.

5. As a result of these investigations, and with the Department's concurrence, area-specific corrective measures have been implemented for certain storm sewers, the gasoline storage tank area and the former drum storage area; a long-term groundwater treatment system has been constructed and placed in operation.

6. On January 1, 1997, the Department issued a Statement of Basis describing the final remedy which the Department proposed to remediate the environmental conditions described in Paragraph 3 above. Following a period of public comment in which no substantive issues were raised in objection to the proposed remedy, the Department determined that the proposed measures shall serve as the final remedy for environmental conditions on site of the Facility. The selected measures for the Facility include: capture and treatment of contaminated groundwater; bioremediation of the gasoline storage tank area soils; and in-situ vapor extraction for the former drum storage area soils. A groundwater monitoring program will be used to assess the performance of the remedies.

7. Lockheed Martin submitted to the Department a work plan for implementation of the corrective actions at the Facility selected by the Department in the Statement of Basis. The work plan, entitled, "Corrective Measures Implementation Plan, Lockheed Martin Corporation, Syracuse, New York" and dated December 31, 1996, was approved by the Department in its February 27, 1997 Final Decision and Response to Comments relating to the Final Corrective Measures at the Facility, and is deemed the Department-approved Corrective Measures Implementation Plan ("CMI

Plan"). A copy of the approved CMI Plan is attached to this Order as Appendix "A," and made an enforceable part of this Order.

8. Pursuant to ECL §71-2727.3, the Commissioner of the Department (the "Commissioner") may issue Orders "requiring corrective action, including corrective action beyond the facility boundary where necessary to protect human health and the environment, for all releases of hazardous waste or constituents from any solid waste management unit at any treatment, storage or disposal facility which is either permitted or seeking a permit under title 7 or 9 of article 27 of this chapter, or which has interim status according to regulations adopted thereunder, regardless of the time at which waste was placed in such unit."

9. The Department and Lockheed Martin agree that the goals of this Order are for Lockheed Martin to (i) implement a corrective action program at the Facility which shall include implementation of the CMI Plan and development and implementation of a post-remedial operation and maintenance plan; and (ii) provide post-remedial financial assurances.

10. Lockheed Martin, having waived its right to a hearing herein as provided by law, and having consented to the issuance and entry of this Order, agrees to be bound by its terms. Lockheed Martin consents to and agrees not to contest the authority or jurisdiction of the Department to issue or enforce this Order, and agrees not to contest the validity of this Order or its terms.

11. With the exception of the obligation to comply with this Order, and the waiver contained in Paragraph 10 above, Lockheed Martin expressly reserves any legal and equitable rights and defenses.

12. Pursuant to ECL § 72-0402.1(f)(v), Lockheed Martin shall not be liable for any hazardous waste program fees for waste generated under this Order.

NOW, having considered this matter and being duly advised, IT IS ORDERED THAT:

I. Implementation of Remedial Action

Lockheed Martin shall implement the CMI Plan in accordance with the schedule contained therein and the terms of this Order.

II. Submittal and Implementation of O & M Plan

In accordance with the schedule in the CMI Plan, Lockheed Martin shall submit to the Department a detailed operation and maintenance plan, including performance monitoring, ("O & M Plan") and certification signed and sealed by a professional engineer that the CMI Plan was implemented and that all construction activities were completed in accordance with the Department-approved CMI Plan.

Upon the Department's approval of the O & M Plan, Lockheed Martin shall implement the O & M Plan in accordance with the requirements of the Department-approved O & M Plan.

III. Financial Assurances

Within thirty days following the Department's approval of the O & M Plan, Lockheed Martin shall provide to the Department a cost estimate for the O & M Plan and shall provide financial assurance for such requirements pursuant to one of the methods set forth in 6 NYCRR 373-2.8(f).

IV. Progress Reports

Commencing at the time of Lockheed Martin's initial implementation of the approved O & M Plan, Lockheed Martin shall prepare and submit to the parties identified in Paragraph XIII, in the numbers specified therein, copies of written progress reports, in accordance with the O & M Plan.

V. Review of Submittals

A. 1. The Department shall review each of the submittals Lockheed Martin makes pursuant to this Order to determine whether it was prepared, and whether the work done to generate the data and other information in the submittal was done, in accordance with the CMI Plan, this Order and generally accepted technical and scientific principles. The Department shall notify Lockheed Martin in writing of its approval or disapproval of the submittal. The Department shall make efforts to notify Lockheed Martin within 60 days of receipt of the submittal. All Department-

approved submittals shall be incorporated into and become an enforceable part of this Order.

2. a. If the Department disapproves a submittal, it shall first notify Lockheed Martin in writing specifying the reasons for its disapproval, and shall offer Lockheed Martin an opportunity to meet with the Department's staff to discuss the measures necessary to obtain the Department's approval. Within 60 days after receiving written notice that its submittal has been disapproved, or within such other period of time agreed upon by the parties, Lockheed Martin shall make a revised submittal to the Department that addresses and attempts to resolve all of the Department's stated reasons for disapproving the first submittal.

b. After receipt of the revised submittal, the Department shall notify Lockheed Martin in writing of its approval or disapproval of the revised submittal. The Department shall make efforts to make the determination of approval or disapproval within 60 days of receipt of the revised submittal. If the Department disapproves the revised submittal, Lockheed Martin shall be in violation of this Order as of the date of the Department's determination, unless, within 30 days of receipt of the notice of disapproval, Lockheed Martin invokes the dispute resolution procedure set forth in Paragraph VI herein. If the Department approves the revised submittal, it shall be incorporated into and become an enforceable part of this Order.

B. The Department may require Lockheed Martin to modify and/or amplify and expand a submittal (undertake "additional work") if the Department determines, as a result of reviewing data generated by an activity required under this Order or as a result of reviewing any other data or facts, that further work is necessary.

Upon receipt of the Department's demand for additional work, Lockheed Martin shall proceed with the additional work in accordance with a mutually agreed schedule unless, within 30 days after receipt of the demand, Lockheed Martin objects to the Department in writing and invokes dispute resolution in accordance with Paragraph VI herein.

VI. Dispute Resolution

If the Department disapproves a revised submittal (Paragraph V.A.2b) or demands additional work (Paragraph V.B), Respondent shall be in violation of this Order unless, within 30 days of receipt of the Department's notice of disapproval of a submittal, or within 30 days of the Department's demand for additional work, Lockheed Martin serves on the Department's Director of the Division of Solid and Hazardous Materials ("the Director") a written request to meet with the Director to

discuss the Department's objections to the revised submittal and/or the Department's demands for additional work and a written statement of the issues in dispute, the relevant facts upon which the dispute is based, and factual data, analysis or opinion supporting its position, and all supporting documentation on which Lockheed Martin relies (hereinafter called the "Statement of Position"). The Department shall serve its Statement of Position, including supporting documentation no later than ten (10) business days after receipt of Lockheed Martin's Statement of Position. Lockheed Martin shall have five (5) business days after receipt of the Department's Statement of Position within which to serve upon the Department a reply to the Department's Statement of Position, and in the event Lockheed Martin serves such a reply, the Department shall have five (5) business days after receipt of Lockheed Martin's reply to the Department's Statement of Basis within which to serve upon Lockheed Martin the Department's reply to Lockheed Martin's reply to the Department's Statement of Position.

The Department shall provide Lockheed Martin an opportunity to meet with the Director to discuss the Department's objections to the revised submittal and/or the Department's demands for additional work. Lockheed Martin shall be available to meet within 20 business days of the submission of the last Statement of Position or reply served pursuant to the Subparagraph above.

An administrative record of any dispute under this Paragraph VI shall be maintained by the Department. The record shall include the submittals, the Department's responses and/or demands, the Statement of Position and reply of each party served pursuant to this Paragraph VI, and any other relevant information. The record shall be available for review by all parties and the public.

Upon review of the administrative record as developed pursuant to this Paragraph VI and taking into consideration the discussion of the parties at the meeting with the Director, the Director, acting as the Commissioner's designee for this purpose, shall issue a final decision resolving the dispute. The Department shall notify Lockheed Martin, in writing, of the Director's decision, including any modification of the Department's comments or demands, as soon as reasonably practicable after the meeting.

Upon receipt of the Department's written notification of the Director's decision regarding the terms of a revised submittal, Lockheed Martin shall revise the submittal in accordance with the Department's modified comments or revised demands, if any, and shall submit a revised submittal. Upon receipt of such notification regarding demands for additional work, Lockheed Martin shall commence the additional work in accordance with the revised demands. The period of time for revision or

commencement of additional work shall be set forth in the Department's written notification of the decision of the Director.

If the Department determines that the revised submittal fails to comply with the Department's specific comments, as modified, and/or its revised demands, and the Department disapproves the revised submittal for this reason, Lockheed Martin shall be in violation of this Order and the ECL, as of the date of the Department's disapproval, unless Lockheed Martin commences an action for review of the Director's decision in the manner set forth below pursuant to Article 78 of the CPLR. If Lockheed Martin fails to prepare a revised submittal, or fails to undertake additional work in accordance with the Department's revised demands, Lockheed Martin shall be in violation of this Order and the ECL as of the deadline for revision or commencement of additional work previously determined, unless Lockheed Martin commences an action for review of the Director's decision in the manner set forth below pursuant to Article 78 of the CPLR.

Lockheed Martin shall have the right to challenge under Article 78 of the CPLR the decision of the Director provided that a Petition is filed within thirty (30) calendar days of receipt of the Department's disapproval of a submittal revised in response to the Department's modified comments set forth in the Director's decision. If Lockheed Martin fails to prepare a revised submittal or fails to undertake additional work in accordance with the Department's revised demands, Lockheed Martin shall have the right to challenge under Article 78 of the CPLR the decision of the Director provided that a Petition to challenge the Director's decision is filed within the time allotted for filing a revised submittal or commencing additional work.

The invocation of the dispute resolution procedures under this Paragraph VI shall stay, during the pendency of the dispute resolution process, and if so determined by the court, during the pendency of any court proceeding arising from the dispute process, the compliance obligation or deadline which is in dispute and any other obligation or deadline which is demonstrably dependent upon the matters in dispute.

VII. Penalties and Force Majeure

A. Lockheed Martin's failure to comply with any term of this Order, unless otherwise excused pursuant to the terms hereof, will constitute a violation of this Order and the ECL and may subject Lockheed Martin to an enforcement action by the Department and the imposition of a payable penalty. Payment of any penalty shall not in any way alter Lockheed Martin's obligation to complete performance under the terms of this Order.

B. No payment made by Lockheed Martin to pay for and implement the work or any other activities required under this Order shall be deemed to be a fine, penalty, or monetary sanction.

C. Lockheed Martin's consent to this Order shall not constitute an admission by Lockheed Martin of any liability or obligation owed by Lockheed Martin to the Department or to any other person or party, except for the obligation to comply with this Order. Lockheed Martin does not admit any factual matter set forth in this Order or the CMI Plan contained in Appendix "A" of this Order. By consenting to the issuance of this Order, Lockheed Martin does not admit or acknowledge any liability or fault with respect to any matter arising out of or relating to conditions identified in this Order, and, except as provided in Paragraph 10 above, does not waive, and expressly reserves, any claim or defense that might have been raised in any other administrative or judicial proceeding, or may be raised in any future proceeding, brought by the Department, the U.S. Environmental Protection Agency ("USEPA") or any other governmental agency or private person. The terms and conditions of this Order shall not be admitted into evidence or used in any way, directly or indirectly, in any administrative or judicial proceeding or otherwise against Lockheed Martin for any purpose other than in proceedings by the Department to enforce the terms of this Order. Nothing contained in this provision shall preclude the Department from using any data or information obtained as a result of work performed pursuant to this Order in any administrative or judicial proceedings. Provided, however, that nothing in the Order shall be construed to require disclosure of any document protected by the attorney-client privilege or the privileges for attorney work product and material prepared in anticipation of litigation. Notwithstanding this provision, there shall be no such attorney work product, material prepared in anticipation of litigation or attorney-client privilege for data generated prior to the effective date of this Order or to be generated as a result of work to be performed pursuant to this Order. In the event Lockheed Martin asserts that any information is privileged, it shall describe the information and the nature of the privilege asserted with sufficient clarity and particularity to place the Department on notice as to the basis of the claim.

D. Lockheed Martin shall not suffer any penalty under this Order or be subject to any proceeding or action if it cannot comply with any requirement hereof because of war, riot, or an unforeseeable natural event arising exclusively from natural causes which the exercise of ordinary human prudence by Lockheed Martin could not have prevented, or other condition beyond the control of Lockheed Martin. Lockheed Martin shall, within ten working days of when it obtains knowledge of any such condition, notify the Department in writing. Lockheed Martin shall include in such notice the measures taken and to be taken by Lockheed Martin to prevent or minimize any delays and shall request an appropriate extension or modification of this Order.

Failure to give such notice within the ten-day period constitutes a waiver of any claim that a delay is not subject to penalty. Lockheed Martin shall have the burden of proving that an event is a defense to compliance with this Order pursuant to this subparagraph.

VIII. Entry Upon Facility

Lockheed Martin hereby consents to the entry at reasonable times and upon reasonable notice, if practicable, upon areas at the Facility or areas in the vicinity of the Facility which may be under the control of Lockheed Martin by any duly designated employee, consultant, contractor, or agent of the Department or any State agency for purposes of inspection, sampling, and testing and to ensure Lockheed Martin's compliance with this Order. Lockheed Martin has completed a transfer of title to the Facility to the ESDC, and has leased a portion of the Facility for its use. Notwithstanding the transfer of the Facility to ESDC, the boundaries of the Facility, for purposes of this Order and any determination of what areas constitute "on-site", shall remain the boundaries as they existed prior to any transfer of title by Lockheed Martin. Access to areas at the Facility no longer controlled by Lockheed Martin is provided to Lockheed Martin under and is subject to the terms of an "access easement" which has been recorded in the Onondaga County Clerk's Office. All duly designated persons entering the Facility shall comply with the requirements of the Health and Safety Plan included in the CMI Plan. If, however, this Health and Safety Plan is less stringent than the State's requirements regarding the health and safety of its employees, State representatives shall follow State requirements. During implementation of the CMI Plan, Lockheed Martin shall provide the Department with suitable office space at the Facility, including access to a telephone, and shall permit the Department full access to all records relating to matters addressed by this Order and job meetings. Nothing in this provision shall be deemed consent by Lockheed Martin, or any other party, to an inspection of the Facility for any purpose other than ascertaining compliance with this Order. Duly designated persons entering the Facility shall not interfere with Lockheed Martin's operations except as necessary to ascertain whether and to ensure that Lockheed Martin is in compliance with this Order.

IX. Payment of Annual Post-Closure Care Fee

A. While this Order is in effect, Lockheed Martin shall make an annual payment of Three-thousand Dollars (\$3,000.00) to the Department pursuant to BCL § 72-0402.3. While this Order is in effect, this annual payment shall be the only payment of fees Lockheed Martin shall be obligated to make in connection with the post-closure care program at the Facility.

B. Such payment shall be made within 60 days after receipt of the Department's invoice by check payable to the Department of Environmental Conservation. Payment shall be sent to:

Ms. Barbara Barrell
Bureau of Regulatory and Petroleum Transfer Fees
N.Y.S.D.E.C.
50 Wolf Road, Room 677
Albany, NY 12233-5013

X. Department Reservation of Rights

A. Except as otherwise provided in Paragraph X(C) below, nothing contained in this Order shall be construed as barring, diminishing, adjudicating, or in any way affecting any of the Department's civil, criminal, or administrative rights or authorities including but not limited to, nor exemplified by, the right to recover natural resource damages.

B. Nothing contained in this Order shall be construed to prohibit the Commissioner or his duly authorized representative from exercising any summary abatement powers.

C. If, after review and using the criteria set forth in the CMI Plan, the Department determines that soil and groundwater at the Facility have been acceptably treated, the Department shall not bring any judicial or administrative action pursuant to Article 27, Title 9 to commit Lockheed Martin, or its successors and assigns, to retreat soil and groundwater on site of the Facility previously acceptably treated pursuant to this Order; provided, however, that such release, covenant not to sue and forbearance shall not extend to natural resource damages, nor to any investigation or remediation the Department deems necessary due to:

- (1) environmental conditions which are related to the release of hazardous wastes or constituents at the Facility and were unknown to the Department at the time of its approval of the CMI Plan; or
- (2) information received, in whole or in part, after the Department's approval of the CMI Plan and such unknown environmental conditions or information indicates that the soil and groundwater treatment program undertaken pursuant to this Order is not protective of human health or the environment for the reasonably anticipated uses of the Facility.

D. The Department expressly reserves its rights with respect to all hazardous wastes or hazardous substances which may migrate or have migrated off site of the Facility.

XI. Indemnification

Lockheed Martin shall indemnify and hold the Department, the State of New York, and their representatives and employees harmless from all claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the fulfillment or attempted fulfillment of this Order by Lockheed Martin and/or its directors, officers, employees, servants, agents, successors, and assigns, provided, however, that Lockheed Martin does not assume any liability arising from the negligent or intentionally tortious acts or omissions of the Department, the State of New York, and their representatives and employees during the course of any activities conducted pursuant to this Order.

XII. Public Notice

Within 60 days after the effective date of this Order, Lockheed Martin shall file a Declaration of Covenants and Restrictions with the Clerk of the County wherein the Facility is located to give all parties who may acquire any interest in the Facility notice of this Order. Such declaration shall notify in perpetuity any potential purchaser that hazardous waste constituents were identified in soil and groundwater at the Facility, and that Facility use is restricted under the Restrictive Use Agreement attached as Exhibit A to the deed transferring the Facility, with the exception of Buildings 5, 6, 7 and 18, from Lockheed Martin to the Empire State Development Corporation. The notice must also state that conditions at the property are subject to the CMI Plan. Changes to the filing, including those which reflect the attainment of the remedial goals, may be made only after receipt of written authorization from the Department.

XIII. Communications

All written communications required by this Order shall be transmitted by United States Postal Service, by private courier service, or hand delivered as follows:

Communication from Lockheed Martin shall be sent to:

Mr. Timothy DiGuilio, P.E.
Division of Solid and Hazardous Materials
New York State Department of
Environmental Conservation
50 Wolf Road
Albany, New York 12233-7252

Mr. Lawrence Gross
New York State Department of
Environmental Conservation
Region 7 Headquarters
615 Erie Boulevard West
Syracuse, New York 13204-2400

Ilse Gruber, Esq.
New York State Department of
Environmental Conservation
Division of Environmental Enforcement
50 Wolf Road
Albany, New York 12233-5500

Communication from the Department shall be sent to:

Mr. Robert Maciel
Lockheed Martin Corporation
Ocean, Radar & Sensor Systems
Electronics Parkway EP7-MD48
P. O. Box 4840
Syracuse, New York 13221-4840

Sandra Lee Fenske, Esq.
Lockheed Martin Corporation
Ocean, Radar & Sensor Systems
Electronics Parkway EP7-MD19
P. O. Box 4840
Syracuse, New York 13221-4840

with a copy to:

Virginia C. Robbins, Esq.
Bond, Schoeneck & King, LLP
One Lincoln Center
Syracuse, New York 13202

The Department and Lockheed Martin reserve the right to designate additional or different addressees for communications or written notices.

XIV. Miscellaneous

A. The Department has approved Lockheed Martin's use of professionals in connection with previous investigatory and remedial activities at the Facility. Lockheed Martin shall continue to retain professional consultants, contractors, laboratories, quality assurance/quality control personnel, and third party data validators acceptable to the Department to perform the technical, engineering, and analytical obligations required by this Order. The experience, capabilities, and qualifications of the firms or individuals selected by Lockheed Martin on or after the effective date of this Order shall be submitted to the Department within 30 days after the effective date of this Order. The Department's approval of these firms or individuals shall be obtained before the start of any activities for which Lockheed Martin and such firms or individuals will be responsible. The responsibility for the performance of the professionals retained by Lockheed Martin shall rest solely with Lockheed Martin.

B. The Department shall have the right to obtain split samples, duplicate samples, or both, of all substances and materials sampled by Lockheed Martin in complying with the Order and the Department also shall have the right to take its own samples. The Department shall give Lockheed Martin reasonable notice, in advance if practicable, of its intention to take samples and shall provide split or duplicate samples to Lockheed Martin of any samples collected at the Facility or beyond the boundaries of the Facility in connection with this Order by or on behalf of the Department, upon request. Lockheed Martin shall make available to the Department the results of all sampling and/or tests or other data generated by Lockheed Martin with respect to implementation of this Order and shall submit these results in the progress reports required by this Order. The Department shall make available to Lockheed Martin the results of all sampling and/or tests or other data generated by the Department in connection with this Order.

C. Lockheed Martin shall commence implementation of the CMI Plan in accordance with the schedule contained therein. Lockheed Martin shall notify the

Department at least 5 working days in advance of any other field activities to be conducted pursuant to this Order.

D. Lockheed Martin shall obtain all permits, easements, rights-of-way, rights-of-entry, approvals, or authorizations necessary for Lockheed Martin to perform its obligations under this Order. If Lockheed Martin's good faith efforts are unsuccessful, Lockheed Martin may request that its obligations under this Order be modified. For purposes of this paragraph, "good faith efforts" do not include the payment of money in consideration or the purchase of real property. This Order does not preclude Lockheed Martin from seeking variances or exceptions to any federal, state, or local permit requirements.

E. The provisions of this Order shall be deemed to bind Lockheed Martin, its successors and assigns, and, as provided by law, its officers and directors. Any change in ownership or corporate status of Lockheed Martin, including, but not limited to, any transfer of assets or real or personal property shall in no way alter Lockheed Martin's responsibilities under this Order. Lockheed Martin's officers, directors, employees, servants, and agents shall be instructed to comply with the relevant provisions of this Order in the performance of their designated duties on behalf of Lockheed Martin.

F. All references to "professional engineer" in this Order are to an individual registered as a professional engineer in accordance with Article 145 of the New York State Education Law.

G. All references to "days" in this Order are to calendar days unless otherwise specified. Any deliverables, notices or other written documents that under the terms of this Order would be due on a Saturday, Sunday, or a Federal or State of New York holiday shall be due on the following business day.

H. The paragraph headings set forth in this Order are included for convenience of reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Order.

I. The terms of this Order shall constitute the complete and entire Order the Department issued to Lockheed Martin concerning corrective action under ECL Article 27, Title 9 on site of the Facility. No term, condition, understanding, or agreement purporting to modify or vary any term of this Order shall be binding unless made in writing and subscribed by the party to be bound. No informal advice, guidance, suggestion, or comment by the Department regarding any report, proposal, plan, specification, schedule, or any other submittal shall be construed as relieving

Lockheed Martin of its obligation to obtain such formal approvals as may be required by this Order.

J. If Lockheed Martin desires that any provision of this Order be changed, Lockheed Martin shall make timely written application, signed by Lockheed Martin, to the Commissioner setting forth reasonable grounds for the relief sought. Copies of such written application shall be delivered or mailed to Ilse Gruber, Esq., and Timothy DiGuilio, P.E. If the modifications are approved, the modifications shall be attached to this Order.

K. The effective date of this Order shall be the date it is signed by the Commissioner or his designee.

DATED: ^{9 months} Dec-26, New York
, 1997

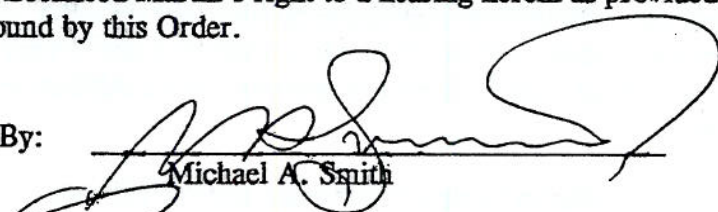
John P. Cahill
Commissioner
New York State Department of
Environmental Conservation

A handwritten signature in dark ink, appearing to read "John P. Cahill", is written over a horizontal line.

CONSENT BY LOCKHEED MARTIN CORPORATION

Lockheed Martin Corporation hereby consents to the issuing and entering of this Order, waives Lockheed Martin's right to a hearing herein as provided by law, and agrees to be bound by this Order.

By:


Michael A. Smith

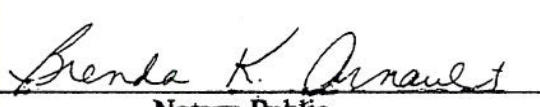
Title: President, Ocean, Radar & Sensor Systems

Date: December 10, 1997

STATE OF NEW YORK)
) ss:
COUNTY OF ONONDAGA)

On this 10th day of December, 1997, before me personally came Michael A. Smith, to me known, who being duly sworn, did depose and say that he resides in Manlius, New York, that he is the President of Ocean, Radar & Sensor Systems, Lockheed Martin Corporation, the corporation described in and which executed the foregoing instrument; and that he executed the instrument by the authority of the Board of Directors of said corporation.

BRENDA K. ARNAULT
Notary Public in the State of New York
Qualified in Onondaga County No. 4733047
My Commission Expires March 30, 1997


Notary Public